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AMENDMENT OF S	OLICITAT	ION/MÓ	diric.	(APA)	or CONTRAC	CT CT	1. PAGE 1 UF	5
2. PROC INSTRUMENT ID NO. (PIN)	3. SPIIN 4. EFFECTIVE DA		TE	5. REQUISITION/PURCHASE REQUEST PROJECT NUMBER		6. BDC/DMS RATING		
F33657-97-D-2007	000601	11 9	MAY	1997		01/bjc/114		
7. ISSUED BY	CODE FA8		4-11-1			other than Block 7)	CODE S2101A	
USAF/AFMC AERONAUTICAL SYSTEMS CENTE 1970 MONAHAN WAY, RM 136 WRIGHT-PATTERSON AFB, OH 454 BUYER: TOM REASTER, ASC/CDS (937) 255-5411	ER, BLDG 11A			A7 20	CMAO,BALTIMOR TN: CHESAPEAI 0 TOWSONTOWN OWSON, MD 21204	KE BLVD., WEST		
9. CONTRACTOR CODE 6Z	006	FA	ACILITY CO	DE		10. SECURITY CL	ASSIFICATION	
NAME AND ADDRESS RJO ENTERPRISES, INC. 4200 COLONEL GLENN HWY, S DAYTON, OH 45431-1663					IF "9" FOR MULTIPLE FACILITIES SECT "K"		DR PROMPT PAYMENT NET DAYS DAYS	D A Y S OTHER IF "9" SEE
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13. THIS BLOCK APPLIES ONLY TO AMEN	DMENTS OF S	OLICITATIO	NS			<u>. </u>		
The above numbered solicitation is amended	d as set forth in Bl	lock=171	The hour a	nd date spe	scified for receipt of off	ers IS EXTEND	DED IS NOT EXTEN	DED
Offers must acknowledge receipt of this amendment (a) By signing and returning copies of this a includes a reference to the solicitation and amendi SPECIFIED MAY RESULT IN REJECTION OF YOUR provided such telegram or letter makes reference to	amendment; (b) b ment numbers. F R OFFER if by vir	oy acknowledge FAILURE OF ' tue of this ar	ging receipt YOUR ACK mendment	of this am NOWLEDG you desire	endment on each copy of MENT TO BE RECEIVE to change an offer alre	of the offer submitted; or D AT THE ISSUING OF ady submitted, such cha	r (c) By separate letter or tele FICE PRIOR TO THE HOUR	AND DATE
14 THIS BLOCK APPLIES ONLY TO MODIF	ICATIONS OF	CONTRACT	rs					
THIS CHANGE IS ISSUED PURSUANT TO THE CHANGE SET FORTH HEREIN ARE MA	DE TO THE ABO	/E NUMBERE	D CONTRA	CT/ORDER				
THE ABOVE NUMBERED CONTRACT IS MO	DDIFIED TO REFLI	ECT THE ADM	MINISTRAT	VE CHANG	GES (Such as changes in	n paying office, appropria	tion data, etc.) SET FORTH	HEREIN.
THIS SUPPLEMENTAL AGREEMENT IS ENTE				F				
X THIS MODIFICATION IS ISSUED PURSUANT	то <u>FAR C</u>	LAUSE 52	.217-8: 52	2.243-3.	MUTUAL AGREE	MENT OF THE PA	RTIES	
		ANGE IN COI CREASE (+)	DECRE		E. LOSING PO/CAO ON TRANSFER	F. GAINING POC/CAI	O ON G. SVC/AGENCY	USE
16. ENTER ANY APPLICABLE CHANGES								· · ·
A. PAY CODE B. EFFECTIVE DATE C. CONTRACT OF AWARD (1) TYPE (2)	D. TYPE KIND	CONTRACTOR	E. SUR CRI		PL CONTR G. PAYING O	FC CODE H. DATE SIGNED		OF DD 254
17. REMARKS (Except as provided herein, SUBJECT: EXERCISE OPTIONS CHANGE IN CONTRACT PRICE CHANGE IN CONTRACT OBLICE	6 E: \$697,815	5.00 (IN	CREAS	E)	Е)		and in full force and eff	
18. CONTRACTOR/OFFEROR IS NOT	REQUIRED TO)		X	CONTRACTOR/OFFE		O SIGN THIS DOCUME	
19. CONTRACTOR/OFFEROR (Signature of	person authori.	zed to sign))	22. UN	HTED STATES OF A	MERICA (Signature	of Contracting Officer	``
BY: C.C. 20. NAME/TITLE OF SIGNER (Type or Print)	21. D	ATE SIGNE	D 23	NAME (F CONTRACTING OF		rint) P16 ATES	IGNED (U)
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- 1. In accordance with FAR Clause 52.217-8 entitled "Option to Extend Services", Clause 52.243-3 entitled "Changes-Time and Materials or Labor-Hours (Aug 1987) and the contractor's letter RJO-97-4064-DCA dated 10 April 1997, this delivery order 000601, Option CLIN's 0001AB, 0002AB 0003AB and 0004AB are hereby exercised as specified below at a ceiling amount of \$697,815.00 for a Task Order total ceiling amount of \$829,353.00.
- 2 In accordance with paragraph 1 above, the subject order is more specifically modified as follows:

a.Block 20 of document F33657-97-D-2007-Call 0006 (AFMC Form 700) dated 26 March 1997 is hereby corrected to read \$156,206.00.

b.Page 2 paragraph 1 of F33657-97-D-2007-Call 0006 is hereby corrected to read as follows "...as specified below at a ceiling amount of \$156,000.00."

3. SECTION B

Item No	Supplie	Supplies/Services		Unit Price Total Item Amount	
0001AA	SubCLIN Change	sec class:U	1 ·	\$122,267.00 \$ 24,668.00+	

noun: ACQUISITION LOGISTICS SUPPORT

acrn: AA nsn: N

site codes pqa: D acp: D fob: D

pr/mipr data: GLUUS977200035 GLUUS977200035-01

type contract: Y

descriptive data:

A. The contractor shall provide acquisition logistics support in accordance with the SOW entitled "AC-130U Gunship Program Special Operations Forces" dated 28 Feb. The price for this SubCLIN is \$122,267.00 for an estimated 3,840 hours and is fully funded. This subCLIN is being increased because RJO incorrectly added the hours on the total proposal summary schedule, however they were correctly listed on the cost tables and the technical evaluation was made from the cost tables and there was no change in the total ceiling amount.

0001AB Option SubCLIN Exercise sec class: U 1 \$ 577,611.00 Lo \$ 577,611.00

noun: ACQUISITION LOGISTICS SUPPORT

acrn: AA nsn: N

site codes pqa: D acp: D fob: D

pr/mipr data: GLUUS977200035 GLUUS977200035-01

type contract: Y

descriptive data:

A. The contractor shall provide acquisition logistics support in accordance with the SOW entitled " AC-130U Gunship Program Special Operations Forces" dated 28 Feb. The price for this SubCLIN is \$ 577,611.00 for an estimated 18,160 hours and is fully funded .

Item No

Supplies/Services

Quantity Unit Price Purch Unit Total Item Amount

B. Listed below by prime/team members are the negotiated labor categories and corresponding estimated number of labor hours for each category:

LABOR CATEGORY	ESTIMATED HOURS
Project Manager/On Site	1,648
Project Manager/Off Site	700
Senior Logistician/On Site	10,792
Senior Logistician/Off Site	2,472
Journeyman Logistician/Off Sit	e 1,648
Admin Mgmt Specialist	400
Logistics Clerk	500

TOTAL DIRECT LABOR

18,160

NSP SubCLIN Option Exercise sec class: U 0002AB NSP LO

> noun: DATA-EXHIBIT A acrn: AA nsn: N

site codes pqa: D acp: D fob: D

pr/mipr data: GLUUS977200035 GLUUS977200035-01

type contract: Y

descriptive data:

A. The contractor shall provide data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, dated 05 March.1997, as Exhibit A. The price of this SubCLIN is included in the price of SubCLIN 0001AB above.

0003AB

\$ 1,925.00 SubCLIN Option Exercise sec class: U \$ 1,925.00 LO

noun: DATA-EXHIBIT A

acrn: AA nsn: N site codes pqa: D acp: D fob: D

pr/mipr data: GLUUS977200035 GLUUS977200035-01

type contract: Y

descriptive data:

descriptive data:

The contractor shall provide materials and subcontracting required in the performance of Item 0001AB and 0002AB above, pursuant to Special Contract Requirement H-011 hereof. This CLIN is fully funded.

Item No	Supplies/Services	Quantity Purch Unit	Unit Price Total Item Amount
0004AB	Option SubCLIN Exercise sec class: U	1	\$ 93,611.00
	-	LO	\$ 93,611.00
	noun: TRAVEL AND COMPUTER SERVICES		
	acrn: AA nsn: N		
	site codes pqa: D acp: D fob: D		
	pr/mipr data: GLUUS977200035		
	GLUUS977200035-01		
	type contract: S		

descriptive data:

A. The contractor shall provide Travel/Computer Services required in the performance of SubCLINs 0001AB and 0002AB above and pursuant to Special Contract Requirement H-011 of the basic contract entitled "Payment Provisions for Materials/Computer Services/ Travel/Subcontracting". SubCLIN is fully funded.

3. SECTION F

Item No	Supplies Schedule Data		Delivery Quantity	
0001AB	SubCLIN Del Sch acrn: AA ship to: U	Sec Class: U	1	10 MARO
	descriptive data: The period of performance shall	be for 10 months after	receipt o	f order.
0002AB	SubCLIN Del Sch acrn: AA ship to: U	Sec Class: U	1	ASREQ
	descriptive data: Period of performance shall be	concurrent with SubCLIN	0001AB.	
0003AB	SubCLIN Del Sch acrn: AA ship to: U	Sec Class: U	1	ASREQ
	descriptive data:			

Period of performance shall be concurrent with SubCLIN 0001AB.

0004AB CLIN Del Sch

Sec Class: U

acrn: AA ship to: U

1 ASREO

descriptive data:

Period of performance shall be concurrent with SubCLIN 0001AB.

4. SECTION G

Appropriation/Lmt Subhead/CPN Recip DODAAD
Supplemental Accounting Classification

AA ACCOUNT CHANGE
UNCLASSIFIED
9770400 5600 F03000 \$697,815.00

x67 4720 714000 070000 5921E 046404 503000

pr/mipr data:

GLUUS977200035 GLUUS977200035-01

descriptive data:

The fund cite appears as follows on the PR:

9770400 5600 X67 4720 714000 070000 592IE 046404 503000 F03000 9770400 5600 X67 4720 714000 070000 592 046404 503000 F03000

A&AS Code is IE

5. SECTION H

- a. In accordance with Special Access Requirements/Procedures, Atch 2 of the basic contract, DD 254 dated 14 March 1997 applies to this delivery order.
- b. In accordance with Special Contract Requirement 5252-232-9305, "Limitation of Government's Obligation Time and Materials" the ceiling price of this order for SubCLIN's 0001AA, 0001AB, 0002AA 0002AB,0003AA, and 0003AB is \$677,520.00 of which \$677,520.00 is available and obligated. This Task Order is fully funded.

6. SECTION I

In accordance with FAR Clause 52.232-22, "Limitation of Funds" (Apr 1984), Section I of the basic contract, the estimated cost of SubCLIN's 0004AA and 0004AB is \$127,166.00. The amount presently available and allotted to this cost-reimbursable effort is \$127,166.00. This Task Order is fully funded

7. SECTION H

a. Special Access Requirments/Procedures, Atch 2, 254 dated 14 March 1997 applies to this delivery order.

STATEMENT OF WORK

AC-130U Gunship Program Special Operations Forces

1. PURPOSE

Provide acquisition logistics support to the Special Operations Forces (SOF) Mission Area Group (MAG) Chief of Logistics, ASC/LUL.

2. SCOPE

This effort primarily involves the functional elements as identified under the basic contract Statement of Objectives (SOO) under paragraphs: 4.1 Integration of Maintenance Planning (MP); 4.2 Integration of Manpower and Personnel (M&P); 4.3 Integration of Supply Support (SS); 4.4 Integration of Support Equipment (SE); 4.5 Integration of Technical Data (TD); 4.6 Integration of Training and Training Support (TTS); 4.7 Integration of Computer Resources Support (CRS); 4.8 Integration of Facilities (FA); 4.11.1 Logistics Support Analysis (LSA); 4.11.4 Warranties and 4.11.5 Training and Instruction for acquisition logistics contract support. This task order describes the tasks to be performed primarily in support of the AC-130U Gunship Program. NO ENGINEERING SUPPORT WILL BE PROVIDED UNDER THIS TASK ORDER BY THE CONTRACTOR.

3. RESPONSIBILITIES

The Lead Logistics Manager (LLM), ASC/LUUL is responsible for the technical liaison, review, approval, and final acceptance of efforts accomplished under this task order.

4. WORK TO BE ACCOMPLISHED

The support contractor shall perform the following tasks in accordance with the basic contract and this task order (DI-ADMN81373/T, SEQ A001; DI-MGMT-80368/T, SEQ A002; DI-ADMN-80447, SEQ A003; DI-MISC-80508/T, SEQ A004).

4.1 Logistics Support Tasks

The contractor shall provide acquisition logistics support to assist in ensuring that the established objectives and procedures are complied with for acquisition of the AC-130U Gunship program. The contractor shall gather program data, perform analyses and provide recommendations to satisfy the specific objectives of this order. All tasks will be documented and coordinated with the appropriate task monitor. The contractor shall prepare for and participate in reviews, meetings and/or working groups which may be required to support this task order.

4.1.1. Integration of Maintenance Planning (MP)

Provide maintenance planning for aircraft and equipment acquisition as follows:

a. Assist in the Depot Maintenance Activation Planning (DMAP) process, Source of Repair Decisions and Depot Maintenance Interservicing Decisions.

- b. Assist in planning and arranging for contractor/ government maintenance planning conferences to finalize maintenance plans for all recoverable items.
- c. Assist the Lead Logistics Manager (LLM), and in conjunction with the using commands, monitor all maintenance planning activities related to field support. This effort shall include soliciting input from all appropriate agencies to the maintenance planning process and ensuring their participation in all maintenance planning activities.
- d. Identify impacts on maintenance planning and established organic maintenance capability.
- e. Assist in transition planning by providing inputs to the LLM and Sustainment Logistics Manager (SLM).
- f. Monitor Interim Contractor Support (ICS) planning for the weapon system until it becomes organically supported.
- g. Assist in the development/implementation of a Post Production Support (PPS) Analysis Program.

4.1.2 Integration of Manpower and Personnel (M&P)

The support contractor shall assist in the development of manning estimates for on-going software support of the Gunship program.

4.1.3 Integration of Supply Support (SS)

The contractor shall monitor and maintain a data base on all Interim Contractor Support (ICS), including MICAP, Readiness Support Package (RSP) and spares status. This shall include, but not be limited to, attending meetings, providing orientation training, and assisting in processing LRUs for repair.

4.1.4 Integration of Support Equipment (SE)

Perform logistics support for SE as follows:

- a. Review and assess the SE programs to ensure proper SE is available by the need date.
- b. Receive, evaluate, process, and track SERDS. The evaluation shall include: assessment of logistics schedule, cost and production risks; ensure that SERDs for new development SE contain sufficient justification for not using existing SE; ensure that proposed SERDs cover all system SE requirements; and provide recommendations regarding their disposition based upon this evaluation.
- c. Prepare, coordinate, distribute and monitor the status of SERD purchase requests (PRs).
- d. Maintain a database for all Support Equipment. This system shall be updated in a timely manner with status reports to be provided to the LLM.

e. Monitor the development and submission of the Calibration Measurements Requirement Summary (CMRS). Provide status reports to the LLM.

4.1.5 Integration of Technical Data (TD)

The contractor shall provide logistics support for the acquisition and sustainment of technical data.. NOTE: Under no circumstances shall the contractor have any association with any work being performed on contract F33657-93-D-2182 Task 0008. The following requirements apply as specified:

- a. Development and refinement of customer technical order (TO) requirements and the preparation of draft contractual requirements. This shall include assisting in, preparation of, and conducting TO conferences.
- b. Performing the necessary quality assurance functions related to various reviews, contractor validations, USAF verifications and acceptance inspections. This shall also include monitoring of the prime contractor's development process.
- c. Receiving, processing, tracking, and evaluating all CFAE/CFE Notices and providing recommendations regarding their disposition based upon this evaluation.

4.1.6 Integration of Training and Training Support (TTS)

Provide research, analysis and support for TTS as follows:

- a. Provide training requirements support for all matters concerning training responsibilities and logistics actions.
- b. Review and assess the training and training equipment development program, plans and schedules.
- c. Develop the necessary interfaces with functional action points, program managers, using organizations and responsible Major Air Commands.
- d. Review and interpret training data and reports for content, applicability and completeness. This will include receiving, analyzing, distributing for review, coordinating and assisting with the preparation of consolidated responses for the program office.
- e. Assist in preparing training program requirements Request for Proposal (RFP) specifications and support contract negotiations for the program office.
- f. Attend training planning and training equipment meetings with personnel from the Air Education and Training Command (AETC), Air Force Special Operations Command (AFSOC), United States Special Operations Command (USSOCOM), Air Force Flight Test Center (AFFTC), Rockwell International, Inc., using organization and various government agencies to ensure all training plan requirements are met. This shall include preparation of meeting agenda, minutes, briefings and action item management.

4.1.7 Integration of Computer Resources Support (CRS)

Provide functional support for the Gunship program as follows:

- a. Review and interpret the software documentation. This includes receiving, distributing, analyzing, reviewing comments as they pertain to the software documentation for the aircraft, SE, and maintenance training devices. Also assist in software studies that may be required.
- b. Conduct computer resources and software support meetings with personnel from the Gunship Program office, using commands, other government personnel and the Prime Contractor to ensure proper support is provided for the Gunship Computer Resources Program. This shall include assisting in the preparation of meeting agenda, minutes and action items.
- c. Provide support for the AC-130U Government Furnished Equipment (GFE), Warranty and Service Reporting (SR) Programs as they pertain to computer resources. Assist the government and other support contractors in their review and interpretation of documentation generated during flight test that have a logistics impact on the design of the Gunship and its embedded computer resources.
- d. Conduct software system Functional Configuration Audits /Physical Configuration Audits (FCA/PCA) to include verification that software requirements have been met and that design documentation and code are acceptable. This also includes a requirement to independently pursue limited data rights claims by the prime contractor. This will entail researching items that may contain data rights claims, determining those that contain questionable claims, preparing legal prechallenges, reviewing the evidence provided by the contractor in response to the challenges, and coordinate resulting recommendations with the SPO contracts/legal personnel to issue final decisions.
- e. Conduct research and perform analysis necessary to assist program management in determining the ability of software designs to meet system reliability and maintainability requirements. This includes support planning for the AC-130U system transition.
- f. Perform technical evaluations and conduct analysis to assist program management measure contractor performance in development of software and the adequacy of design and test documentation. Provide recommendations for all issues concerning contractor software development. This will include documentation reviews and evaluations necessary to manage the software Interim Contractor Support (ICS) efforts.

4.1.8 Integration of Facilities (FA)

The contractor shall prepare management plans and provide assistance necessary to activate bases receiving new aircraft and equipment acquired through the SOF Program Offices. This shall include: developing procedures, guidelines and documentation for identification and resolution of problems affecting the fielded weapon system or subsystems; documenting research and analysis accomplished in support of field activities; and use of government approved software to update and track field support action items and OPRS.

4.1.9 Logistics Support Analysis (LSA)

Provide LSA support as follows:

- a. Provide support for the AC-130U LSA program in accordance with the Gunship program LSA Plan.
- b. Review and interpret the LSA data received in support of the Gunship program. This includes receiving, distributing, analyzing, reviewing comments and preparing responses for the program office.
- c. Review and monitor logistics elements to include initial provisioning, maintenance planning, support equipment, technical data and training to assure adequate program support.
- d. Assist in the review of Reliability and Maintainability (R&M) tasks including assessing all test results, the AC-130U development contractor's failure reporting and corrective action activities, shall participate in the JRMET, and shall identify R&M problems against the AC-130U allocated requirements. The support contractor shall also provide their estimate of the R&M of the AC-130U configuration approved at the FCA.

4.1.10 Warranties

Perform warranty technical and management support to include but not be limited to:

- a. Review of legal, regulatory, and contractual requirements pertaining to the AC-130U Gunship weapon system warranty.
- b. Evaluate proposed changes to the contract and assess any potential impact they may have on the warranty.
- c. Provide technical and management assistance for implementation and administration of the warranty and any changes thereto including participating in warranty planning team meetings, preparation of draft updates to the weapon system warranty plan, warranty implementation plan and warranty handbooks, and preparation of and/or update the AC-130U Gunship costs-benefits analysis.
- d. Provide warranty orientation and administration training to the AC-130U Gunship team, including using command personnel, to facilitate implementation of the warranty.
- e. Develop an AC-130U Gunship warranty database to be used to facilitate the management and administration of the warranty program.
- f. Analyze maintenance data resulting from organic or ICS repairs made to warranted items during the warranty period to ascertain whether or not the terms of warranty apply. The analysis performed shall be used to determine whether or not the cost of the repair should be covered under provisions prescribed in the AC-130U Gunship contract warranty clause. The contractor shall research data required to accomplish these requirements from any approved source.

4.1.11 Training and Instruction

The contractor shall provide on-the-job training (OJT) for Air Force acquisition logistics managers newly assigned to the AC-130U program.

4.1.12 Change Proposal and Document Evaluation

The contractor shall evaluate all change proposals, draft directives, military specifications and standards for logistics program impacts resulting from each proposed change. As a minimum, this evaluation shall ensure the following: all logistics elements have been considered in each proposal; the proposed coverage is adequate and suitable; omission of necessary coverage has been determined; duplications of coverage has been noted; proposed delivery schedules have been developed; and an analysis of proposed cost has been performed. Reports and meeting charts (CCB, etc.) shall be provided as required at time of tasking.

4.1.13 Definition of New Requirements

The contractor shall provide acquisition logistics support and expertise in the definition of new logistics requirements for the AC-130U weapon system and equipments which may arise from time to time.

4.2 Review Participation

As required under paragraph 4.0, the support contractor shall attend program reviews and provide technical assessments of action items with respect to logistics requirements. The support contractor shall develop summary information on the activities, action items, conclusions and recommendations related to meetings, reviews and audits.

4.3 Briefing Support

As required under paragraph 4.0, the support contractor shall assist in the preparation of briefing material. This shall include compiling background information, organizing the information, writing the information in briefing format, preparing talking papers, meeting minutes, monitoring action items, and providing backup information as required.

4.4 Travel

As required under paragraph 4.0, and approved by the LLM, the support contractor shall travel as required to participate in meetings, reviews, audits and research necessary in accomplishment of assigned tasks. Travel will include various CONUS and foreign locations.

5. DATA AND OTHER DELIVERABLES

All data/reports and deliverables shall be delivered in accordance with the Contract Data Requirements List (CDRL) DD Forms 1423.

6. GENERAL INFORMATION

6.1 Work Location

Accomplishment of tasks required by this task order requires work in the AC-130U Gunship Program Office located at Wright-Patterson Air Force Base (WPAFB), Ohio. Additionally, support at Hurlburt AFB, FL will be required. Office space, telephone, utilities and standard

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office materials and equipment will be provided by the government at WPAFB and Hurlburt Field.

6.2 Contractor Relationships/Supervision

In interactions and dealings with system contractors/ subcontractors, the contractor shall perform work for investigation purposes only. The contractor shall not provide direction nor otherwise interject into government/system contractor/subcontractor relationships. Contractor personnel shall not be under the direct supervision of Air Force personnel.

6.3 Security Classification

Access to classified information, up to and including SECRET, will be required. Preparation and/or storage of classified information will not be required. The DD Form 254 will be used as guidance for all classified information access.